

VOCA VICTIM ASSISTANCE PROGRAM CERTIFIED ASSURANCES

- 1.** The Subgrantee assures that they are a public or a non-profit organization or a combination thereof, that provides direct services to crime victims.
- 2.** The Subgrantee assures that they have community support and approval of its VOCA funded services, have a history of providing direct services in a cost-effective manner, can demonstrate a record of providing effective direct services to victims of crime, and have financial support from non-federal sources.
- 3.** The Subgrantee assures that they can meet the VOCA program match requirements at a minimum of 20%, cash or in-kind, of the total VOCA project (VOCA grant plus match). The match for a Native American tribe/organization, located on a reservation, is 5%, cash or in-kind, of the total VOCA project (VOCA grant plus match).
- 4.** The Subgrantee assures they can demonstrate that 25-50 percent of their financial support comes from non-federal sources if they are a new program that has not demonstrated a record of providing victim services.
- 5.** The Subgrantee assures that they will utilize volunteers unless the Utah Office of Crime Victim Reparations determines compelling reasons exist to waive this requirement.
- 6.** The Subgrantee assures that they will promote within the community served, coordinated public and private efforts to aid crime victims.
- 7.** The Subgrantee assures that they will assist victims in seeking available crime victim compensation benefits.
- 8.** The Subgrantee assures that they will provide services to victims of Federal crimes on the same basis as victims of State crimes.
- 9.** The Subgrantee assures that they will provide services, at no charge, through the VOCA funded project.
- 10.** The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
- 11.** The Subgrantee assures that they will comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the M7100.1D which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received.
- 12.** The Subgrantee assures that they will maintain statutorily required civil rights statistics on victims served by race or national origin, sex, age, and disability; and permit reasonable access to its books, documents, papers, and records to determine whether the recipient is in compliance with applicable civil rights laws.
- 13.** The Subgrantee assures Confidentiality of Research Information under 1407(d) of VOCA codified at 42 U.S.C. 10604.
- 14.** The Subgrantee assures that they will submit statistical and programmatic information on the use and impact of VOCA funds as requested by the Utah Office of Crime Victim Reparations.

SUBGRANTEE ACCEPTANCE OF CERTIFIED ASSURANCE *(sign below)*

AUTHORIZED OFFICIAL *(same as contract cover sheet)*

DATE

CERTIFIED ASSURANCES

1. The Subgrantee assures that grant funds awarded under the Victims of Crime Act of 1984 will not supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for victim assistance activities.
2. The Subgrantee assures the **matching funds** required to pay the non-Federal portion of the cost of each program, for which grant funds are made available, shall be **in addition to funds that would otherwise be made available for VOCA projects by the recipients of grant funds.**
3. The Subgrantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Office of Crime Victim Reparations (OCVR) shall prescribe shall be provided to ensure fiscal control, proper management, and efficient disbursement of funds received under the Act. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Office of Crime Victim Reparations may require.
4. The Subgrantee assures that it will comply with the lead agency's policies regarding travel, purchasing supplies and equipment, contractual agreements, etc. The only exception to this policy is personnel expenditures. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to the individual's employing agency's personnel policies. (The lead agency is the unit of local or State government which employs the individual signing the grant application cover sheet as the Authorized Official.)
5. The Subgrantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the Act and all other applicable Federal laws, regulations, and guidelines.
6. The Subgrantee assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1960 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.
7. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to the Office of Crime Victim Reparations.
8. The Subgrantee assures that it will comply with the applicable provisions of the Violent Crime Control and Law Enforcement Act of 1994 and the Office of Justice Programs' Financial Guide. The Financial Guide is available through the World Wide Web at: www.ojp.usdoj.gov/oc/finance.html
9. The Subgrantee assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Floodplain Management and Wetland Protection Procedures.

GRANT CONDITIONS

FORM 3

1. Compensation and Method of Payment. The Office of Crime Victim Reparations will reimburse the Subgrantee for the Federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved Federal expenditures.

2. Reports. The Subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Crime Victim Reparations may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. **Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends on September 30, December 31, March 31, and July 31.** (Annual reports must be received no later than 90 days after the ending date of the project.)

3. Report to Governing Entity. The Subgrantee shall give two reports during the program year to the local, state, or non-profit governing entity (city council, county commission, board of directors) receiving the grant funds. The reports will include crime categories under which crime victims are served, types of services provided, and program accomplishments as described under contract Section E. Record of Providing Effective Services, Quarterly Progress reports and Annual Performance Reports. VOCA-funded personnel shall participate in the report presentations. Quarterly progress reports must contain verification that reports have been made.

4. Audit Reports. Subgrantees are to have annual examinations in the form of audits. These audits will be submitted to Office of Crime Victim Reparations with any **Management Letters no less than one month after completion of the audit.** **Local governments have 180 days after the end of their fiscal year to complete their audits while all other subgrantees have nine months to complete their audit.** The audits must conform with OMB Circular A-133, and contain grant information in the Schedule of Federal Financial Assistance. During the audit process, either the Subgrantee or the auditor will send the Office of Crime Victim Reparations a verification letter to confirm grant payments. The audit threshold has changed to \$500,000 of total federal assistance expenditures made in the grantee's fiscal year.

5. Matching Funds. Subgrantees must provide adequate cash or in-kind match to defray at least twenty percent (20%) of the total costs of establishing and operating the program. This amount must be expended during the program period. The match must be funds that were not heretofore available for program efforts, but may include forfeited assets. **Subgrantees who have received funds for four (4) or more years must provide one-fourth (25%) cash match within the 20% program match budget.**

6. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by the Subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by the Office of Crime Victim Reparations. The Subgrantee agrees to return to the Office of Crime Victim Reparations all unexpended Federal funds provided hereunder to the Office of Crime Victim Reparations within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

7. Obligation of Grant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

8. Expenses Not Allowable. Project funds may not be expended for: (a) items not part of the approved budget or separately approved by the Office of Crime Victim Reparations; (b) the purchase of land; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with the prior written approval of the Office of Crime Victim Reparations.**

9. Termination of Aid. If through any cause the Subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Victims of Crime Act of 1984 as amended; and any regulations promulgated under these laws, as determined by the OCVR, then the OCVR shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the Subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the Subgrantee under the subgrant agreement shall at the option of the OCVR, become its property, and the Subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

10. Inspection and Audit. The OCVR, Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the OJP Financial Guide.

11. Personal Property. The Subgrantee shall retain any non expendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by OCVR subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the Subgrantee shall request property disposition instructions from the OCVR.

12. Maintenance of Records. All financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three years after completion of the project for purposes of state and federal examinations and audits.

13. Written Approval of Changes. Subgrantees must obtain prior written approval from the OCVR for major program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director and key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition seven (7) above; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

14. Third Party Participation. No contract or agreement may be entered into by the Subgrantee for execution of project activities or provision of services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the OCVR. Any such arrangement shall provide that the Subgrantee will retain ultimate control and responsibility for the subgrant project and that the Subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the Subgrantee in the conduct of the project. **The OCVR shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

15. Publications. All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the Body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. All written reports, studies and publications in pamphlet form must carry a caveat on the cover and title page which reads as follows:

**PREPARATION AND PRINTING OF THIS DOCUMENT FINANCED BY
THE U.S. BUREAU OF JUSTICE ASSISTANCE AND
UTAH OFFICE OF CRIME VICTIM REPARATIONS
GRANT NUMBER: _____**

16. Written Descriptions of Programs. The Subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to state and local governments, shall clearly state (a) the percentage of the total cost of the program or project which will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.

17. Conflict of Interest. The Subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of the OCVR, provided that if such persons are or become officers or employees of the OCVR they must disqualify this application and any future discussions concerning the entity making this application.

18. Program Director. There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation and administration under the subgrant agreement.

19. Confidentiality of Research Information. Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, which was obtained through a program funded wholly or in part with Victims of Crime Act funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

20. Release of Information. All records, papers and other documents kept by recipients of OCVR or VOCA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the OCVR or the Bureau of Justice Assistance. These records and other documents submitted to the OCVR or the BJA pursuant to application for funds, are required to be made available to the OCVR or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

21. Project Income. All interest or other income earned by the Subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be tracked. Interest on grant fund advancements must be returned to the OCVR by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as are the Federal grant and cash match monies.

22. Political Activity. The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

23. Copyrights and Rights in Data. Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

24. Patents. If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the Office of Victims of Crime (OVC). The Subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of OVC or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

25. Information Systems. With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. **The grantee further agrees:**

- a. That all computer programs (software) produced under this grant will be made available to the OVC for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to OVC. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

26. Criminal Penalties.

- a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- b. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

The signature below certifies that the program proposed in this application meets all the requirements of the Victim of Crime Act of 1984 (VOCA), that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of VOCA and all other Federal laws. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements with.

SUBGRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS (*sign below*)

AUTHORIZED OFFICIAL (*same as Contract Cover Sheet*)

DATE

CIVIL RIGHTS REQUIREMENTS

EEOP SHORT FORM

The applicant agency assures that it will comply with the Civil Rights Act of 1964 as outlined in 28 CFR and with the Americans with Disabilities Act of 1990 as outlined in 28 CFR Part 35.

Please complete the following:

1. Agency*: _____
 2. Number of Persons Employed by the Agency: _____
 3. Amount of Grant Request: _____
 4. Name and Title of the Civil Rights Contact Person:
(Equal Employment Opportunities) _____
 5. Address: _____

- Telephone Number: _____

CERTIFICATION (EEOP ON FILE)

Equal Employment Opportunity (EEO) Plan. Agencies that employ 50 or more persons and that receive \$25,000.00 or more in total Federal funds are required to have an EEO Plan that complies with 28 CFR part 42, subpart E. **Contact Christine Watters (238-2369) with OCVR and she will send you a seven-step guide to the design and development of an EEOP that complies with 28 CFR.**

For agencies required to have an EEO Plan, **complete the following certification:**

I, _____ (*Authorized Official*) certify that the _____ (*agency*)
has formulated an equal opportunity plan in accordance with **28 CFR 42.301 et seq., subpart E**, and that it is on
file at _____ (*agency*), locate at
_____ (*address*), for review or
audit by officials of the Office of Crime Victim Reparations as required by relevant laws and regulations.

(Signature)

(Date)

☐

If the agency does not have an appropriate EEO Plan, check the box and attach an addendum outlining what steps the agency is currently taking to develop an EEO Plan that complies with the requirements stated above, and when it is expected the plan will be completed.

CERTIFICATION (NO EEOP REQUIRED)

☐

For agencies who are not required to have an EEO, **check the box** and complete the following certification:

I HEREBY CERTIFY THAT THE FUNDED AGENCY HAS LESS THAN 50 EMPLOYEES OR RECEIVES LESS THAN \$25,000 IN FEDERAL FUNDS PER YEAR AND THEREFORE IS NOT REQUIRED TO MAINTAIN AN EEOP, PURSUANT TO 28 CFR 42.301, ET SEQ.

(Signature)

(Date)

OMB Approval No. 1121-0140
Expiration Date: 9/30/07

Audit Requirements

(Local Agencies Only)

The applicant agency expending more than \$500,000 in Federal funds per year assures that it will submit audit reports (**with Management Letters**) to OCVR annually. The audit report must comply with OMB circular A-133 and be submitted to OCVR within one month of completion of the audit.

By State code, **local governments** must complete their audit within six months of the end of their fiscal year, **other agencies** must complete their audit within nine months. During the audit process subgrantees or their auditors must send OCVR a confirmation letter that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

Federal Grantor Agency: Department of Justice

Federal Grantor Number: 2005-VA-GX-0015

Federal CFDA number: 16.575

Additionally, please provide the following information:

1. **Fiscal Year of Applicant Agency*** (*July-June, Jan-Dec etc.*): _____
2. **Name and title of audit contact person** :** _____
(Individual responsible for agency's Single Audit)
3. **Address:** _____

4. **Telephone number:** _____

* The "agency" referred to here is the unit of local government or the non-profit agency authorized to apply for the grant.

**Provide the audit contact person with a copy of this form.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, or persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and Implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

AS THE

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number:

4. Typed Name and Title of Authorized Representative:

(mayor, city council chair, county commission chair, or university/college president)

5. Signature:

(same Authorized Official as on contract cover sheet)

6. Date:

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State state agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Section 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

CERTIFICATION REGARDING COMPLIANCE WITH VICTIM RIGHTS

Subgrantee understands that the purpose of this grant is to provide financial assistance to organizations that serve victims of crime. Grantee understands that certain state laws exist setting a minimum level of rights for victims of crime and that these rights change from time to time. Subgrantee further understands that all agencies who apply for and receive these grant funds must contractually agree to extend any and all rights and services, applicable to the agency, that are required by law.

Subgrantee specifically represents herein that Subgrantee understands the legal rights extended to victims of crime and will train all relevant employees and volunteers in those rights. Subgrantee specifically agrees to comply with all victim rights laws.

Subgrantee further understands that this certification is a material representation of fact upon which reliance will be placed when the agency determines to award a grant. False certification or violation of the certification shall be grounds for suspension of payments or suspension or termination of the grant.

1. Name of Authorized Official: _____

(same Authorized Official as on the contract cover sheet)

2. Title of Authorized Official: _____

3. Signature of Authorized Official: _____

(same Authorized Official as on contract cover sheet)

4. Date: _____

5. Name of Organization: _____

6. Address of Organization: _____

RAPE CRISIS COUNSELOR MANDATE FOR THE STATE OF UTAH

(Applicable to Non-Profit Organizations)

The Office of Crime Victim Reparations requires all non-profit organizations (501(c)3) receiving Victim of Crime Act (VOCA) funding to provide rape crisis services certify their compliance with the Confidential Communications for Sexual Assault Act, Utah State Judicial Code 78. All Subgrantee staff and volunteers who provide direct services to victims of sexual violence must complete 40 hours of training in assisting victims of sexual assault. Training to certify as a Rape Crisis Counselor must be provided by a Utah Rape Crisis Program or a sexual assault coalition.

Confidential Communications for Sexual Assault Act Utah State Judicial Code Section 78

78-3c-1. Short title. This act shall be know and may be cited as the "Confidential Communications for Sexual Assault Act."

Enacted by Chapter 158, 1983 General Session

78-3c-2. Purpose of act. It is the purpose of this act to enhance and promote the mental, physical and emotional recovery of victims of sexual assault and to protect the information given by victims to sexual assault counselors from being disclosed.

Enacted by Chapter 158, 1983 General Session

78-3c-3. Definitions. As used in this chapter:

- (1) "Confidential communication" means information given to sexual assault counselor by a victim and includes reports or working papers made in the course of the counseling relationship.
- (2) "Rape crisis Center" means any office, institution, or center assisting victims of sexual assault and their families which offers crisis intervention, medical, and legal services, and counseling.
- (3) "Sexual assault counselor" means a person who is employed by or volunteers at a rape crisis center who has a minimum of 40 hours of training in counseling and assisting victims of sexual assault and who is under the supervision of the director or designee of a rape crisis center.
- (4) "Victim" means a person who has experienced a sexual assault of whatever nature including incest and rape and request counseling or assistance regarding the mental, physical, and emotional consequences of the sexual assault. Enacted by Chapter 158, 1983 General Session

78-3c-4. Disclosure of confidential communication. The confidential communication between a victim and a sexual assault counselor is available to a third person only when:

- (1) the victim is a minor and the counselor believes it is in the best interest of the victim to disclose the confidential communication to the victim's parents;
- (2) the victim is a minor and the minor's parents or guardian have consented to disclosure of the confidential communication to a third party based upon representations made by the counselor that it is in the best interest of the minor victim to make such disclosure;
- (3) the victim is not a minor, has given consent, and the counselor believes the disclosure is necessary to accomplish the desired result of counseling; or
- (4) the counselor has an obligation under Title 62A, Chapter 4, to report information transmitted in the confidential communication.

Amended by Chapter 30, 1992 General Session

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I HEREBY CERTIFY THAT THE APPLICANT IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (sign below)

AUTHORIZED OFFICIAL (same as contract cover sheet)

DATE

☐

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENTION IN ORDER TO COMPLY.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative:

(same Authorized Official as on contract cover sheet)

Signature:

Date:

Name of Organization:

Address of Organization:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction this it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction authorized under paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

VOCA VICTIM ASSISTANCE GRANT PROGRAM APPLICATION CHECKLIST

To ensure that all sections of the application are included, check off each item as completed and attach this checklist to your application.

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